

**AGENT SERVICES FEE AGREEMENT BETWEEN
MARK TERMINI ASSOCIATES INC and KLUTCH SPORTS GROUP LLC**
MARCH 17th, 2014

WHEREAS, **KLUTCH SPORTS GROUP LLC** and **RICH PAUL** individually (collectively KSG/RP) wishes to retain the services of **MARK TERMINI ASSOCIATES INC** and **MARK TERMINI** individually (collectively MTA/MT) to provide contract negotiation, business advisory and other administrative and support services (the Agent Services) to KSG/RP;

NOW, THEREFORE, in consideration of the Agent Services provided by MTA/MT to KSG/RP and the professional athlete clients of KSG/RP (hereinafter the Client or Clients), KSG/RP agrees to pay the Agent Services Fees to MTA/MT according to the Schedule and as described below. MTA/MT and KSG/RP are referred to herein as the Parties.

1. SCHEDULE OF AGENT SERVICES FEES DUE TO MTA/MT: (The Percentage Fee Amounts listed below are of the Fee amount charged by KSG/RP to the Client and shall apply to the Total Value of the Client Contract (hereinafter TVCC) -

<u>CLIENT</u>	<u>FOR AN NBA CONTRACT</u>	<u>FOR ANY NON-NBA PLAYING CONTRACT</u>	<u>FOR A MARKETING CONTRACT</u>
1. All NBA Clients (unless otherwise noted herein or in a written Exhibit to this Agreement)	25%	25%	25%
2. Eric Bledsoe	25%	25%	25%
3. LeBron James	25% (that is, 1/2 of 1% of the TVCC) - See NOTE 1	25%	N/A
4. JaJuan Johnson	25%	50%	25%
5. Cory Joseph	25%	25%	25%
6. Myck Kabongo	25%	50%	25%
7. Kevin Seraphin	50%	50%	50%
8. Tristan Thompson	25%	25%	25%
9. J.J. Barea	25%	25%	25%


2. COMPUTATION OF FEE DUE TO MTA/MT: To compute the Fee payable by KSG/RP to MTA/MT for the Agent Services, the percentage amounts listed in Paragraph 1. above for each Contract category shall be applied to the corresponding gross fee amount payable to KSG/RP from the Client on the TVCC of each Contract. For example, for a KSG/RP Client who receives a \$3,000,000 (Three Million Dollar) NBA Contract salary and pays a 4% fee of \$120,000 (One Hundred Twenty Thousand Dollars) to KSG/RP or its designee (in cash or any other form of compensation), the Agent Services Fee due from KSG/RP to MTA/MT (for a contract designated as 25% per the Schedule above) would be 25% of \$120,000 or \$30,000 (Thirty Thousand Dollars; e.g. MTA/MT receives 25% of the fee payable by the Client to KSG/RP). The understanding and Agreement of the Parties is that MTA/MT

shall receive One Percentage Point of the standard Four Percentage Points Agent Fee charged by KSG/RP, (the Standard Fee Split Agreement) and any adjustment of that Standard Fee Split Agreement shall be set forth in a written Exhibit to this Agreement, and shall be based on that Standard Fee Split formula. All references to "25%" herein shall refer to the Standard Fee Split Agreement of "1% of KSG/RP's 4%" fee.

3. **FEE DUE TO MTA/MT FOR LEBRON JAMES AGENT SERVICES:** For the Client LeBron James (LBJ), the Agent Services Fee due to MTA/MT shall be $\frac{1}{2}$ of 1% (one-half of one percent) of the TVCC. Per Paragraph 1 above, that is 25% of the KSG/RP fee of 2%. For example, if LBJ signs an NBA contract with a TVCC of \$80,000,000 (Eighty Million Dollars), the Agent Services Fee due from KSG/RP to MTA/MT would be \$400,000 (Four Hundred Thousand Dollars). NOTE 1: If the KSG/RP fee is greater than 2%, the Agent Services Fee due to MTA/MT shall be limited to $\frac{1}{2}$ of 1% of the TVCC unless a greater amount is agreed upon by the Parties.
4. **OTHER FEES TO BE DISCUSSED:** The Parties agree to discuss the Fee to be paid to MTA/MT for any services not addressed by this Agreement.
5. **TOTAL VALUE OF THE CLIENT CONTRACT DEFINED:** The Percentage Fee amounts listed in Paragraph 1. above shall apply to the Total Value of the Client Contract (TVCC). The Total Value of the Client Contract (TVCC) is defined as the combined aggregate total value for and of all years of such Contract, including the total of all salary, bonuses, and any other elements of value payable to the Client from the Team, employer, or entity for which the Client plays or provides services.
6. **FEE DUE TO MTA/MT:** The Total Agent Services Fee shall be earned by MTA/MT upon the signing by the Client of the underlying playing or endorsement contract, and the Agent Services Fee due to MTA/MT from KSG/RP shall not be affected or reduced in any way due to the termination or expiration of the representation agreement between the Client and KSG/RP or by the expiration or termination of this Agreement.
7. **EXPENSES:** KSG/RP shall reimburse to MTA/MT Expense Amounts up to \$10,000 (Ten Thousand Dollars), including the cost of First Class airfare and hotel accommodations, upon the presentation of Invoices (with receipts) from MTA/MT to KSG/RP for expenses incurred and related in any way to the negotiation of a Client contract. Expense reimbursement shall not be subject to pre-authorization by KSG/RP, except that any amount in excess of \$10,000 shall only be reimbursed if pre-approved by KSG/RP. Expenses incurred for any Client for which MTA/MT receives a 50% Contract Negotiation Fee shall be split equally between the Parties.
8. **ADMINISTRATIVE SERVICES FEE:** KSG shall pay to MTA/MT a separate Administrative Services Fee of \$2,000 per month for the months of January 2013 through and including the month in which this Agreement is signed. Additional Administrative Services Fees shall be paid pursuant to a further Agreement between the Parties.
9. **INDEMNIFICATION:** If MTA/MT is made a party to any action, suit, proceeding, investigation, inquiry or hearing, whether civil, criminal, administrative, regulatory or investigative by reason of the activities of KSG/RP, including but not limited to claims made by Clients of KSG/RP, claims related to NCAA or state law violations, or claims by outside third party contractors or vendors, then KSG shall defend, indemnify and hold harmless MTA/MT against all expenses, (including attorneys' fees), judgments or fines incurred by MTA/MT in connection with such action, suit or proceeding and shall pay directly or reimburse MTA/MT for all such items in advance or when incurred by them. KSG/RP shall not be responsible to indemnify for any costs arising from the actions or activities of MTA/MT.

10. **TERM:** This Agreement is entered into and shall be effective as of December 2, 2012. The Term of this Agreement shall be for a period of Three (3) Years beginning on December 2, 2012, and shall be renewed upon the mutual written consent of the Parties. MTA/MT shall be the exclusive provider to KSG of the Services described herein during the Term of this Agreement. Any Fees or Expenses due or earned during the Term of this Agreement shall remain payable to MTA/MT following the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

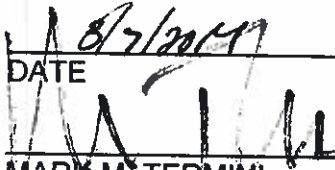


RICH PAUL
as an Individual and as CEO, Klutch Sports Group, LLC



DATE 8/7/2017

MARK M. TERMINI
as an Individual and as President, Mark Termini Associates Inc



DATE 3.17.14